

LEASE NO. GS-11P-LDC00627
BUILDING NO. DC0321

Global Lease
GSA TEMPLATE L100 (10/2020)

A. This Lease is made and entered into between

N.S.P. Ventures Corp.

(Lessor), whose principal place of business is 16800 Westgrove Drive, Suite 200A, Addison, TX 75001-5191, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

555 4th Street, NW, Washington, DC 20001-2733

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

20 Years, 20 Years Firm.

The commencement date of this Lease, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

(b) (6)

Name:

STANLEY P. FERENC

Title:

Authorized Signor

Entity:

N.S.P. VENTURES CORP.

Date:

01-27-2022

FOR THE GOVERNMENT:

(b) (6)

Name: Sean J. McNeal

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date:

4/8/2022

WITNESSED FOR THE LESSOR BY:

(b) (6)

Name:

Bernie Grace

Title:

VP, Director of Operations

Date:

1-27-22

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	5
1.01	THE PREMISES (OCT 2016)	5
1.02	EXPRESS APPURTENANT RIGHTS (SEP 2013)	5
1.03	RENT AND OTHER CONSIDERATION (OCT 2020)	5
1.04	BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)	6
1.05	TERMINATION RIGHTS (OCT 2016) INTENTIONALLY DELETED	7
1.06	RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED	7
1.07	DOCUMENTS INCORPORATED IN THE LEASE (OCT 2020)	7
1.08	TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)	7
1.09	TENANT IMPROVEMENT FEE SCHEDULE (OCT 2020)	7
1.10	BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)	8
1.11	BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)	8
1.12	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)	8
1.13	REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED	8
1.14	OPERATING COST BASE (OCT 2016)	8
1.15	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)	9
1.16	HOURLY OVERTIME HVAC RATES (OCT 2016)	9
1.17	ADJUSTMENT FOR REDUCED SERVICES (OCT 2018) INTENTIONALLY DELETED	9
1.18	BUILDING IMPROVEMENTS (MAR 2016)	9
1.19	HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)	9
1.20	LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2020)	9
SECTION 2	GENERAL TERMS, CONDITIONS, AND STANDARDS	10
2.01	DEFINITIONS AND GENERAL TERMS (OCT 2016)	10
2.02	AUTHORIZED REPRESENTATIVES (OCT 2016)	11
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)	11
2.04	WAIVER OF RESTORATION (OCT 2018)	11
2.05	PAYMENT OF BROKER (JUL 2011)	11
2.06	CHANGE OF OWNERSHIP/NOVATION (OCT 2020)	11
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12
2.08	ADJUSTMENT FOR VACANT PREMISES (OCT 2017)	13
2.09	OPERATING COSTS ADJUSTMENT (JUN 2012)	13
2.10	ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)	14
2.11	RELOCATION ASSISTANCE ACT (APR 2011)	14
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	15
3.01	LABOR STANDARDS (OCT 2016)	15
3.02	WORK PERFORMANCE (JUN 2012)	15
3.03	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)	15
3.04	CONSTRUCTION WASTE MANAGEMENT (OCT 2019)	15
3.05	WOOD PRODUCTS (OCT 2019)	16
3.06	ADHESIVES AND SEALANTS (OCT 2019)	16
3.07	BUILDING SHELL REQUIREMENTS (OCT 2016)	16
3.08	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)	16
3.09	QUALITY AND APPEARANCE OF BUILDING (JUN 2012)	16
3.10	VESTIBULES (OCT 2020)	17
3.11	MEANS OF EGRESS (MAY 2015)	17
3.12	AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)	17
3.13	FIRE ALARM SYSTEM (SEP 2013)	17
3.14	ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)	18
3.15	ELEVATORS (OCT 2020)	18
3.16	BUILDING DIRECTORY (APR 2011)	19
3.17	FLAGPOLE (SEP 2013)	19
3.18	DEMOLITION (JUN 2012)	19
3.19	ACCESSIBILITY (FEB 2007)	19
3.20	CEILINGS (OCT 2019)	19
3.21	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)	20
3.22	DOORS: IDENTIFICATION (APR 2011)	20
3.23	WINDOWS (OCT 2020)	20
3.24	PARTITIONS: GENERAL (OCT 2019)	20
3.25	PARTITIONS: PERMANENT (OCT 2019)	20
3.26	INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019)	20
3.27	WALL FINISHES – SHELL (SEP 2015)	21
3.28	PAINTING – SHELL (OCT 2019)	21
3.29	FLOORS AND FLOOR LOAD (OCT 2019)	21
3.30	FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)	21
3.31	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	21
3.32	BUILDING SYSTEMS (APR 2011)	21
3.33	ELECTRICAL (OCT 2019)	21

(b) (6)

3.34	ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED	22
3.35	PLUMBING (JUN 2012)	22
3.36	DRINKING FOUNTAINS (OCT 2018)	22
3.37	RESTROOMS (OCT 2020)	22
3.38	PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)	23
3.39	JANITOR CLOSETS (SEP 2015)	23
3.40	HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2020)	23
3.41	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)	23
3.42	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	24
3.43	LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2020)	24
3.44	ACOUSTICAL REQUIREMENTS (JUN 2012)	25
3.45	SECURITY FOR NEW CONSTRUCTION (OCT 2019) INTENTIONALLY DELETED	25
3.46	SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020) INTENTIONALLY DELETED	25
3.47	FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED	25
3.48	GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED	25
3.49	GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)	25
3.50	INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2020)	25
3.51	SYSTEMS COMMISSIONING (APR 2011)	26
3.52	DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - LEASE (SEP 2014)	26
3.53	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)	26
3.54	DESIGN EXCELLENCE - LEASE (OCT 2016) INTENTIONALLY DELETED	26
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES		27
4.01	SCHEDULE FOR COMPLETION OF SPACE (OCT 2020)	27
4.02	CONSTRUCTION DOCUMENTS (SEP 2012)	28
4.03	TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020)	28
4.04	BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)	29
4.05	GREEN LEASE SUBMITTALS (OCT 2019)	29
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2020)	30
4.07	PROGRESS REPORTS (OCT 2020)	30
4.08	CONSTRUCTION INSPECTIONS (SEP 2015)	30
4.09	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)	30
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)	30
4.11	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)	30
4.12	AS-BUILT DRAWINGS (OCT 2019)	30
4.13	LIQUIDATED DAMAGES (JUN 2012)	31
4.14	SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED	31
4.15	LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)	31
SECTION 5 TENANT IMPROVEMENT COMPONENTS		32
5.01	TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)	32
5.02	TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015) INTENTIONALLY DELETED	32
5.03	FINISH SELECTIONS (SEP 2015)	32
5.04	WINDOW COVERINGS (JUN 2012)	32
5.05	DOORS: SUITE ENTRY (OCT 2019)	32
5.06	DOORS: INTERIOR (OCT 2019)	32
5.07	DOORS: HARDWARE (SEP 2013)	32
5.08	DOORS: IDENTIFICATION (JUN 2012)	32
5.09	PARTITIONS: SUBDIVIDING (OCT 2020)	33
5.10	WALL FINISHES (OCT 2019)	33
5.11	PAINTING - TI (OCT 2019)	33
5.12	FLOOR COVERINGS AND PERIMETERS (OCT 2019)	33
5.13	HEATING AND AIR CONDITIONING (JUN 2012)	34
5.14	ELECTRICAL: DISTRIBUTION (SEP 2015)	34
5.15	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	34
5.16	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	34
5.17	DATA DISTRIBUTION (OCT 2020)	34
5.18	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)	34
5.19	LIGHTING: INTERIOR AND PARKING - TI (SEP 2015)	35
5.20	AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)	35
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		36
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)	36
6.02	UTILITIES (APR 2011)	36
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (OCT 2020) INTENTIONALLY DELETED	36
6.04	UTILITY CONSUMPTION REPORTING (OCT 2016)	36
6.05	HEATING AND AIR CONDITIONING (OCT 2020)	36
6.06	OVERTIME HVAC USAGE (OCT 2020)	37
6.07	JANITORIAL SERVICES (JUL 2020)	37

(b) (6)

6.08	SELECTION OF CLEANING PRODUCTS (OCT 2019).....	38
6.09	SELECTION OF PAPER PRODUCTS (OCT 2019).....	38
6.10	SNOW REMOVAL (OCT 2020).....	38
6.11	MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)	38
6.12	MAINTENANCE OF PROVIDED FINISHES (OCT 2016)	38
6.13	ASBESTOS ABATEMENT (APR 2011)	38
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	39
6.15	IDENTITY VERIFICATION OF PERSONNEL (OCT 2020).....	39
6.16	SCHEDULE OF PERIODIC SERVICES (OCT 2020).....	39
6.17	LANDSCAPING (OCT 2019).....	39
6.18	LANDSCAPE MAINTENANCE (APR 2011).....	40
6.19	RECYCLING (JUN 2012)	40
6.20	RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013).....	40
6.21	SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020).....	40
6.22	INDOOR AIR QUALITY (OCT 2019)	41
6.23	RADON IN AIR (OCT 2016).....	42
6.24	RADON IN WATER (JUN 2012) INTENTIONALLY DELETED	42
6.25	HAZARDOUS MATERIALS (SEP 2013)	42
6.26	MOLD (OCT 2020)	42
6.27	OCCUPANT EMERGENCY PLANS (OCT 2020)	42
6.28	FLAG DISPLAY (OCT 2016).....	42
SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....		43
7.01	SECURITY REQUIREMENTS (OCT 2016)	43
7.02	PREVENTIVE MAINTENANCE AND REPAIRS FOR GOVERNMENT OWNED EQUIPMENT	43
7.03	PURCHASE OPTION	43
7.04	EXPANSION OPTION	44
7.05	MODIFIED LEASE PARAGRAPHS (OCT 2016).....	44
7.06	ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018) .	44

(b) (6)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: 331,000 rentable square feet (RSF), yielding 291,996 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on a portion of the B1, B2, and 1st floors, the entirety of the 2nd through 10th floors, a portion of the 11th floor and a portion of the Penthouse Level, of the Building, as depicted on the square footage summary and floor plan(s) attached hereto as Exhibit A. Notwithstanding the foregoing, the Government may, in its sole discretion, elect to acquire the balance of the 11th floor in exchange for returning an equivalent amount of square footage located on the 1st and/or 3rd floors by providing written notice to the Lessor prior to Government approval of Design Intent Drawings (DIDs).

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 13.36 percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: The Government shall have the exclusive use of the entire parking garage consisting of 167 structured/inside parking spaces. The Lessor shall provide twenty (20) of the foregoing parking spaces, as depicted on the plan attached hereto as Exhibit B, as part of the Shell Rent set forth in Paragraph 1.03(A) below and shall equip these spaces with electric-vehicle make-ready infrastructure (as further defined by D.C. Law 23-194, Electric Vehicle Readiness Amendment Act of 2020, and its implementing regulations) to accommodate the future installation of electric vehicle charging sites serving these spaces. The Government shall pay Parking Rent for the remaining 147 parking spaces as set forth in Paragraph 1.03(A) below at an initial annual rate of \$873,180.00 (equivalent to \$5,940 per space, payable at a rate of \$495.00 per month), which rate shall escalate by 2% per annum effective upon the first lease anniversary date and each subsequent lease anniversary date thereafter. All parking in the on-site parking garage shall be restricted to federal government employees and contractors with a valid PIV (Personal Identification Verification) that is HSPD-12 compliant or is otherwise acceptable to the Government. The Lessor shall be responsible for providing all services, utilities, maintenance and repairs necessary to the operation of the on-site parking areas, except that the Government shall be responsible for providing all security related to such areas

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, including but not limited to a microwave antenna, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2020)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$9,776,217.00
OPERATING COSTS ²	(b) (4)
TENANT IMPROVEMENTS RENT ³	
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	
PARKING ⁵	
TOTAL ANNUAL RENT ⁶	\$15,768,180.00

(b) (4)

(b) (6)

B. INTENTIONALLY DELETED.

C. The Lessor has offered free rent for the first **thirty-six (36)** months of the Lease in the amount of \$44,685,000.00 (free rent includes shell, operating (inclusive of annual operating cost adjustments), TI, BSAC and parking rent for 20 reserved spaces). Therefore, the first **thirty-six (36)** months of the Lease shall be provided at no cost to the Government, with the exception of parking rent for the remaining 147 reserved spaces and real estate tax adjustments, which shall continue during this free rent period, if applicable, in accordance with Section 2.07 of this Lease.

D. INTENTIONALLY DELETED

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **291,996** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. INTENTIONALLY DELETED

L. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. **SAVILLS INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is **(b) (4)** and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only **(b) (4)** of the Commission will be payable to **SAVILLS INC.** with the remaining **(b) (4)**, which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 37 Rental Payment	(b) (4)	minus prorated Commission Credit of (b) (4)	equals (b) (4)	adjusted 37 th Month's Rent.*
Month 38 Rental Payment		minus prorated Commission Credit of	equals	adjusted 38 th Month's Rent.*
Month 39 Rental Payment		minus prorated Commission Credit of	equals	adjusted 39 th Month's Rent.*
Month 40 Rental Payment		minus prorated Commission Credit of	equals	adjusted 40 th Month's Rent.*
Month 41 Rental Payment		minus prorated Commission Credit of	equals	adjusted 41 st Month's Rent.*
Month 42 Rental Payment		minus prorated Commission Credit of	equals	adjusted 42 nd Month's Rent.*

(b) (6)

Month 43 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 43rd Month's Rent.*

Month 44 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 44th Month's Rent.*

Month 45 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 45th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 ~~TERMINATION RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

B. INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
SQUARE FOOTAGE SUMMARY AND FLOOR PLAN(S)	16	A
PARKING PLAN(S)	2	B
AGENCY REQUIREMENTS / PROGRAM OF REQUIREMENTS OVERVIEW	6	C
SECURITY REQUIREMENTS	16	D
GSA FORM 3517B GENERAL CLAUSES	18	E
SMALL BUSINESS SUBCONTRACTING PLAN	12	F
DOL Wage Determination	9	G
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) 1 AND 2	9	H
FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH SECURITY LEASED SPACE	4	I
GSAR 552.270-34 ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE	1	J
BASE BUILDING MODERNIZATION PLANS	6	K
FIRE PROTECTION AND LIFE SAFETY RIDER #1	6	L

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b) (4). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an (b) (4).

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (OCT 2020)

(b) (6)

For pricing TI and BSAC costs, the following not-to-exceed rates shall apply for the initial build-out of the Space, unless further reduced through competition.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER (A/E) FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	
GENERAL CONTRACTOR'S OVERHEAD AND PROFIT	
GENERAL CONTRACTOR'S GENERAL CONDITIONS	

For tenant improvements subsequent to initial occupancy and lease commencement, the following rates shall apply:

	SUBSEQUENT BUILD-OUT
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS UP TO \$500,000)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS BETWEEN \$500,001 TO \$1M)	
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS OVER \$1M)	

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (b) (4). The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of (b) (4).

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 92.25 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 331,000 RSF by the total Building space of 358,816 RSF. The tax parcel number is Square 0531, Lot 0036.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at [RET.GSA.GOV](https://ret.gsa.gov).

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be (b) (4).

(b) (6)

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.65 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- For the first 200 hours of usage during each lease year: **\$0.00** per hour for the entire Space
- For usage in excess of 200 hours during each lease year: **\$35.00** per hour per floor

1.17 ADJUSTMENT FOR REDUCED SERVICES (OCT 2018) INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements at Lessor's sole cost and expense:

- A. All building shell renovations and improvements necessary to meet the requirements of this GSA Form L100;
- B. All work identified in the Base Building Modernization Plan attached hereto as at Exhibit K;
- C. All work identified in the Fire Protection and Life Safety Rider #1 attached hereto as Exhibit L; and
- D. The following energy efficiency improvements:
 - a. Upgrade garage lighting to LED;
 - b. Upgrade stair lighting to LED with 50% occupancy sensors;
 - c. Add variable frequency drives (VFDs) to existing chillers;
 - d. Upgrade penthouse AHU filters to dynamic filters (reducing pressure drop);
 - e. Convert condenser water pumps to variable speed.

Additionally, the Lessor must obtain, at its sole cost and expense, an ENERGY STAR® label for the Building within 18 months after occupancy by the Government.

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

1.20 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2020)

Lessor's Unique Entity Identifier (currently referred to as a Dun & Bradstreet DUNS Number): **1751977565**,

(b) (6)

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF- 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/ BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area. The ANSI/BOMA Office Area shall not include any floor common areas, including main lobby areas, rest rooms, janitors' closets, telephone and electrical closets, mechanical rooms, elevator lobbies, or public or fire safety egress corridors (Z-Corridors), even if a full floor is offered.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

(b) (6)

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2020)

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, the Transferee must also complete a Foreign Ownership and Financing Representation.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

(b) (6)

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

(b) (6)

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

- A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.
- B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.
- C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

- A. Beginning with the fourth year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.
- B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.
- C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

(b) (6)

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within ten (10) **working** days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.11 RELOCATION ASSISTANCE ACT (APR 2011)

A. If the Lessor satisfies the requirements of this Lease by performing new construction on an improved site, and such new construction will result in the displacement of individuals or businesses, the Lessor shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. The Lessor shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the Lessor must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past.

(b) (6)

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at [HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR](https://www.acquisition.gov/?Q=BROWSEFAR).

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work
- 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination—Debarment
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. Unless waived by the LCO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2019)

A. For leases 10,000 RSF or greater, recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

(b) (6)